

ORIGINAL

United States District Court

Dejan Bligen

Plaintiff

Case No:

Vs.

NAVIENT

Defendant

3-20CV3070-G

Pursuant to USC Title 28 section 1331 & 1441 (b)

Memorandum of Law

Notice of Omnibus Motion

The lawful issues of this notice of removal are founded upon United States Laws, United States Code Title 12 Banks & Banking, Public Statutes at Large 38th Congress Stat 99-118, Federal Common law of the Uniform Commercial Code, United States Code Title 15 Commerce & Trade.

Affidavit/Notice of Commercial Fraud on Negotiable Instrument

This affidavit is made pursuant to the above federal laws and notice of Defenses in respect to payment of Alleged Debt SC Title 36-3-110 & 36-3-302: along with USC Title 12-Banks & Banking, & USC Title 15 of the Fair Debt Collection Practices Act section 1692.

"I Dejan Bligen declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
FILED
2020 OCT -7 PM 4:43
DEPUTY CLERK *[Signature]*

[Made Pursuant to the United States Constitution & Title 28 USCA Section 1746]

Motion to Compel Discovery Rule 26 hearing FRCP

- 1) It is a fact of Statute by and through the Constitution and laws of the United States that the Said Directors of the Financial Institution have a Statutory oath to Support the Constitution and the Banking Statutes of the United States. In Particular the notice of the Registration of that Oath is listed at Public Law Volume 13 Stat 99-118 38th Congress.
- 2) Inside of the provisions of that statute the Bank Directors have allowed for direct violations of their oath as an financial agent of the federal government. Those actions include: Not providing consideration in a said loan, or providing from an external source in violation of the original agreement (as Banks cannot loan capital Stock or the Stock of their depositors according to the statute), failing to answer several freedom of information requests as well as failing to answer to challenges to the debt though they are required to by the Fair Debt Collections Practice Act, endorsing the Note/Bond after the initial transaction in order to receive funds through my signature, fraudulently acting as and assuming the legal position of a Lender when in fact they provided no consideration in the contract, transferring a loan after actions and notices of fraud had been made against the transaction in violation of Texas Law.
- 3) Each and every one of the above claims I noted in my exhibits, through the notices I mailed them and now through this request for discovery.
- 4) I request the oath of Bank Director and CEO Jonathan Witter of Sallie Mae, The CFO Steven J. McGarry, Vice President Jeffrey F. Dale to determine the exact language of their Statutory Oath as Directors of a National Bank that is registered with the Comptroller of Currency. I have attached a freedom of Information request for this information and upon order of the court will resubmit this information if needed in order to get the statutory oath.
- 5) I demand that a Hearing be held to set-up an opportunity to ask the Directors of both institutions the direct questions of the interrogatives for compulsion of discovery that I mailed them exhibits which were included in my original complaint and included herein(Exhibits). I am requesting to take Depositions in order to determine whether or not they have specifically violated their statutory oaths and acted under color of authority in respect to the contract that their institution made with me.

Motion to Produce Documents

- 6) I am demanding a certified copy of the original Note/Bond front and Back Copies.
- 7) I am Demanding that if the parties are not in possession of the original note and if they know its whereabouts that they produce that information for the record so that freedom of information request can be made.

Motion for a Jury Trial

- 8) I am demanding a jury trial in this case as I am entitled to such by right.
Notice of Laws that Pertain Specifically to the Case
- 9) I am incorporating Case Law that supports my original complaint.
- 10) The first is the case law that pertains to the priority of federal banking statutes over the United States Code Banks and Banking.
- 11) This is an important aspect to my case because title 12 of Banks and Banking is not considered positive law.
- 12) The courts of every district in the federal jurisdiction including the Supreme Court have consistently stated that the Statutes of the United States hold precedent over the United States Code and when left to interpretation it is the Statutes that hold authority. This is important because it is the Statutes that govern the actions of the aforementioned directors that prove their color of authority actions
- 13) Also I am incorporating for the judges review aspects of Public Law Volume 13 Stat99-118 38th Congress that will support my allegations.
- 14) It is clear that the Defendants attorneys refused to answer to any of my initial claims and instead resorting to name calling associating me with internet scams, and never addressing any of the points of law or allegations made.
- 15) It is more that obvious after initial research from the Statutes that the Bank directors mentioned herein have a statutory obligation. The question herein is whether they violated that statutory obligation and acted under color of authority and prohibited me from a federal right, privilege or immunity that I am guaranteed under Statute and under title 42 section 1983 of the United States Code as expressed in the Statute that governs the activity of the Bank Directors, loans from their institutions, and interactions with bonds and mortgages with Citizens.
Remedy Request
- 16) I am requesting that the court grant me the Motion to Compel Discovery

- 17) I am requesting that the court demand the production of the Documents listed herein
- 18) I am requesting that the court grant me a jury trial
- 19) I am requesting that the court grant me all of the relief in this omnibus Motion and any further relief that it sees fit.
- 20) I am requesting the state court judges of this jurisdiction and venue recuse themselves if it cannot adjudicate on this case due to the federal laws required in order for remedy and relief to be provided
- 21) All former arguments of the initial complaint are herein incorporated

Affidavit of Facts

- 1) Dejan Bligen [Depositor/Creditor] provided Navient with a deposit by way of negotiable instrument which the plaintiff is claiming to be the holder of the said negotiable instrument which covered all purchases made through my bond account number 967074****.
- 2). Defendants claim of indebtedness of Plaintiff is inaccurate and fraudulent. There was never a loan given by Navient to Dejan Bligen. Dejan Bligen is not a debtor in this contract, Dejan Bligen is of the understanding that he is the Creditor. Dejan Bligen provided the assets in this contract in the form of a Checkbook deposit to Navient which Navient is the claimed holder of the said note which proves the transaction as a check-book deposit establishing a line credit account created through the note deposited by Dejan Bligen with Navient Sallie Mae Bank
- 3) There is no present verifiable lawful obligation by Dejan Bligen to pay a debt. Demand for an obligor to pay a monetary demand is governed by South Carolina 'Commercial Transactions' Title 36: Chapter 3-110 & 3-302 and as the Plaintiffs claim is that he owes nothing to the defendant, plaintiff testifies for the record that defendant is committing commercial fraud by demanding payment where there is no binding contractual obligation and no supporting proof that Navient is a lender to Dejan Bligen. The simple proof lies in the original note deposited with the financial institution which must be subpoenaed in order to prove the commercial fraud committed by the alleged defendant as the Defendant is NOT a holder or Holder in due course pursuant to SC Title 36-3-110 & 36-3-302 which states, " SC Title 36-3-110 & 36-3-302. Holder in due course
a. Subject to subsection c. of this section and subsection d. of 12A:3-106. "holder in due course" means the holder of an instrument if:

(1) the instrument when issued or negotiated to the holder does not bear such apparent evidence of forgery or alteration or is not otherwise so irregular or incomplete as to call into question its authenticity.

4) Dejan Bligen is not entitled to pay the instrument according to SC Title 36-3-110 & 36-3-302,

"3305. Defenses and claims in recoupment.

(a) General rule.--Except as stated in subsection (b), the right to enforce the obligation of a party to pay an instrument is subject to the following:

1. a defense of the obligor based on:

1. duress, lack of legal capacity or illegality of the transaction which, under other law, nullifies the obligation of the obligor;
2. fraud that induced the obligor to sign the instrument with neither knowledge nor reasonable opportunity to learn of its character or its essential terms;"

5) The rules in Banking that govern Navient as a financial institution are at United States Code Title 12 Banks & Banking. According to the Public Statute at Large 13 section 9 stat 99 which is the original Congressional Statute that serves as the Positive Law of the Primae Facie Law at USC Title 12 Banks & Banking financial institutions cannot,

1. Loan the capital stock of their Directors USC Title 12 section 83 (a), "(a) General prohibition
No national bank shall make any loan or discount on the security of the shares of its own capital stock

2. Loan the check book deposits of their customers

3. Loan money from an unidentified line of credit SC Title 36-3-110 & 36-3-302 'fraud upon an instrument (ii), & (iii)

Any one of these actions would violate the original Public Statutes at Large 13th Congress which are positive law placed as primae facie law at United States Code Title 12 Banks and Banking.

6) Navient has also committed fraud by stating that they are providing a loan and not providing the source of the law and or means by which the loan was procured.

7) Dejan Bligen states that Lender also has violated section 1692f OF USC 15 of the Fair Debt Collections Practice Act stated herein as

A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

(1) The collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly authorized by the agreement creating the debt or permitted by law.

8) Dejan Bligen states that the Lender has also violated

USC 15 1692e "A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section

(2) The false representation of—

(A) The character, amount, or legal status of any debt;

Remedy Demand

Wherefore Defendant demand for payment cannot be granted without providing proof that they are a lender who provided assets to Dejan Bligen. The basis of the Plaintiff claim is rooted in the original note. Navient cannot enforce payment on an instrument that it is not the holder in due course of. Wherefore:

- a) Plaintiff demands that the court subpoena the original instrument/note with the original signature of Dejan Bligen.
- b) Plaintiff demands that an audit of the account mentioned herein are done to see whether it was a loan or a checkbook deposit.
- c) If there is no original note provided the Defendant has no legal or lawful claim and the case must be dismissed with no obligation of further payment to Defendant.
- d) Plaintiff demands that the claims of the Defendant be only assessed within the realm of law that governs enforcement of paying instruments [SC Title 36-3-110 & 36-3-302 – Commercial transactions] and United States Code Title 12 Banks and Banking. 38th Congress Stat 99-118 National Banking Associations as Title 12 Banks & Banking is only primae facie evidence of the Positive law of Public Statutes 13 stat 99 which governs Banks and Banking.
- e) Plaintiff demands that Navient identify the source of the funds as Federal law proves that the Directors of the Bank cannot lend 1) their Stock, 2) Banks cannot lend the assets of their customers, and 3) banks cannot provide a line of credit without identifying the source of the funds.

I Dejan Bligen declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

[Made pursuant to Title 28USCA Section 1746]

Dejon Bligen



10/7/2020

469-420-8871

Kin@nowaysllc.com

13505 Inwood Rd. #1313 Dallas Tx 75244

Freedom of Information Request For SEC Registration Status & Securitization Inquiry

Name of Financial Institution: U.S DEPARTMENT OF EDUCATION/NAVIENT

Name of Trustees, Beneficial Owners etc: Sallie Mae Bank, Great Lakes

Name of CEO Director: John F. Remondi

NOTE: Please be aware that acts under color of authority are against the law and you can be sued in federal court pursuant to Public Volume 17 42- Congress Stat 13-15 shown as code at USC title 42 section 1983 for Actions under Color of Authority or Fraudulent and or illegal transactions

The purpose of this Freedom of Information request is for the Director(s) of this Financial Institution and Actual Owner Institutions who are under oath and obligation to United States Laws and statute to provide information from their SEC files or from the files of their Parent Company in reference to alleged account number # 967074XXXXX Dejan Bligen

This demand is made to satisfy the requester that this Financial entity is operating within the bounds of the law that the Financial entity is subject to and that they have a legitimate claim and interest in respect to the contract-note-security-bond in accordance with all applicable law.

Specifically the Law includes the National Bank Act also known as the National Currency Act The Consumer Credit Protection Act, The Fair Debt Collections Practices Act, The Fair Credit Reporting Act, the Truth in Lending Act and any and all laws applicable to Financial Institutions whether they be federal, state, or contractual (commercial) laws.

I am officially requesting the following:

1. Please provide the name of any parent companies that this financial institution is operating in contract with in respect to the claim herein
2. Please provide the EIN number and CUSIP number of this company/corporation/financial institution
3. Please provide an affidavit stating that you have enforceable payment interest in the contract account # 967074XXXXX Dejan Bligen based on SEC files including all prospectuses 10-K registrations 8-K registrations and all other SEC documents pertaining to the above mentioned claim
4. Please provide documents pertaining to any stock, securities, bonds etc associated with this specific account number.
5. Provide an Affidavit Certifying that you did not breach any federal state contractual commercial or official oath or laws in carrying out the alleged contract and associated transactions
6. Certify that you did not unlawfully without my consent use my signature to materially alter, falsely endorse, stamp or convert any contract bearing my name or signature, into a security, in order to convert my contract into assets, or gain assets from a third party. You MUST Certify and prove that you are an actual LENDER and that you did not commit any action that would preclude that you used my identity in a fraudulent or illegal manner in Violation of Law and (FEDERAL TRADE COMMISSION (FTC) Policy, yourself or in collusion with a third party or additional parties.

You are bound by law to provide this information upon a request pursuant to FOIA USC 5 section 552 and the Fair Debt Collections Practices Act along with the aforementioned laws

Said Directors, Managers, Supervisors, and Employees in the name of Name of Financial Institution: US DEPARTMENT OF STUDENT LOANS/ NAVIENT allegedly executed a contract with the requester and it is affirmed by requester that they violated the law in their actions of alleging the requester owes them a debt.

[Receiver Name]

[Business Correspondence Address]

City, State Zip

Name of Agent Authorizing Transaction:

Title of Agent:

Date

Bureau/ Agency of the Department

If Needed: Reason based on Internal Policy and or Laws and Statutes for Rejection of Request _____

If you are willing to settle this manner with complete removal of this alleged debt please respond with the appropriate offer and I will hold all parties harmless after complete voiding of the alleged claim

Signature of Agent _____

County _____ State _____

Sworn and Subscribed before me _____ this [day] _____ [month] _____

[year] _____

Notary Signature _____

Eyh. b. 1

**INTERROGATIVES Depositions for Disclosure & Discovery
ALLEGED DEBT COLLECTOR/CREDITOR DISCLOSURE STATEMENT
Re "Offer of Performance"**

This statement and the answers contained herein may be used by the Issuer & Maker, if necessary, in any court of competent jurisdiction

Respondent's Interrogatives for Alleged Creditor

Notice: This Debt Collector/Creditor Disclosure Statement is not a substitute for, nor the equivalent of, the hereinabove-requested verification of the record, i.e. "Confirmation of correctness, truth, or authenticity, by affidavit, oath, or deposition" (Black's Law Dictionary, Sixth Edition, 1990), re the alleged debt, and must be completed in accordance with the Fair Debt Collection Practices Act, 15 USC § 1692g and the Freedom of Information Act 5 USCA § 552, applicable portions of Truth in Lending (Regulation Z), 12 CFR 226 Contract Disclosure and UCC 1-207, and demands as cited above in Offer of Performance. Debt Collector/Creditor must make all required disclosures clearly and conspicuously in writing re the following:

1. NAME OF ALLEGED DEBT COLLECTOR/CREDITOR:
.....
2. Address of Debt Collector/Creditor:
.....
3. Correct Lawful Name of Living Being, alleged Debtor/Obligor: Dejan Bligen 967074*****
4. Are you a required to register with the United States Department of Treasury as a financial Institution?
5. Please provide the Documents that certify that you are a financial institution registered with the federal government through the United States Department of Treasury.....
6. Address of alleged Debtor/Obligor:
7. Alleged Account Number: #####.....
8. Alleged debt owed: \$ #####.....
9. Date alleged debt became payable:
10. What is the name and address of the alleged Original Creditor who actually provided funds to the alleged Debtor/Obligor, if different from alleged Debt Collector/Creditor?
.....
11. If Debt Collector/Creditor is different from alleged Original Creditor, does Debt Collector/Creditor have a bona fide affidavit of assignment the signature of the alleged Debtor/Obligor as an assignment for entering into alleged original contract between alleged Original Creditor and alleged Debtor/Obligor?
YES NO
12. Did Debt Collector/Creditor purchase this alleged account from the alleged Original Creditor? YES NO N/A (Not Applicable)
13. Are you the holder of the Original note/contract?
14. Are you the holder in due course of the Original Note and or Contract and if so please provide front and back copies of the original contract and or note
15. If applicable, give the date of purchase of this alleged account from alleged Original Creditor, purchase amount, and a copy of the original transaction:



16. Did Debt Collector/Creditor purchase this alleged account from a previous debt Collector/Creditor? YES NO N/A
17. If applicable, date of purchase of this alleged account from previous debt Collector/Creditor, purchase amount, and a copy of the original transaction:



18. Regarding this alleged account, Debt Collector/Creditor is currently the:

(a) Owner; (b) Assignee; (c) Other-explain:

.....

15. What are the terms of the transfer of rights in re this alleged account?

.....

16. If applicable, transfer of rights re this alleged account was executed by the following method:

(a) Assignment; (b) Negotiation; (c) Novation; (d) Other - explain:

.....

17. If the transfer of rights re this alleged account was by assignment, was there consideration? YES NO N/A

18. What is the nature and cause of the consideration cited in #17 above?

.....

.....

19. If the transfer of rights re this alleged account was by negotiation, was the alleged account taken for value?

YES NO N/A

20. What is the nature and cause of any value cited in #19 above?

.....

21. If the transfer of rights re this alleged account was by novation, was consent given by alleged Debtor/Obligor? YES
NO N/A

22. What is the nature and cause of any consent cited in #21 above?

23. Has the alleged Debt Collector/Creditor provided alleged Debtor/Obligor with the requisite verification of the alleged debt as required by the *Fair Debt Collection Practices Act*? YES NO

24. Date said verification cited above in #23 was provided alleged Debtor/Obligor with official copy and certification that it was sent to alleged Debtor/Obligor:

25. Was said verification cited above in #23 in the form of a sworn or affirmed oath, affidavit, or deposition?
YES NO

26. Verification cited above in #23 was provided alleged Debtor/Obligor in the form of : OATH AFFIDAVIT DEPOSITON

27. Does Debt Collector/Creditor have knowledge of any claim(s)/Defense(s) re this alleged account? YES NO

28. What is the nature and cause of any claim(s)/defense(s) re this alleged account?

29. Does Debt Collector/Creditor receive Letter of Credit Financing from a major financial institution to run its operational budget?

30. Please Provide the 1096 and 1098 Tax Returns for this account.

31. Please Provide the 1099 OID and the 1099 INT forms for this account.

32. Are you [Alleged Creditor] the payor or the recipient on the 1099 OID forms?

33. Does this account operate as a pooling and servicer agreement?

34. Are you [Alleged Creditor] in this contract serving in the status of a pooler or servicer for the Original Lender?

35. Have you [Alleged Creditor] ever received any benefit from a third party financial institution due to the alleged contract with the alleged obligor?

36. Have you [Alleged Creditor] ever received stocks, bonds, securities or any other commercial items from any third party institutions in respect to the alleged contract with the obligor?

37. Are there any stocks, bonds, or securities attached to the contract between you [Alleged Creditor] and the alleged obligor?

38. If the answer to the former question is yes could you please provide the CUSIP number for the said financial instrument?

39. Is this account connected to any Trust agreements?

40. Please provide the trust account number and the name of the trust and the name of the indentured trustee, who is handling and paying the interest on the certified securities on the Depository Trust Corporation relative to this account.

41. Is this account in any way connected to any financial and or securities fraud?

42. Please provide certified copies of the N-8A registration filed pursuant to section 8A of the Investment Company Act of 1940, the 10 K annual report, the S-3 registration statement and the S-4 prospective filed pursuant to Rule 425 (b) 5 with the Securities and Exchange Commission under section 13 & 15 (d) of the Securities and Exchange Act of 1934 in reference to this account and any certificated or uncertificated stocks, bonds, securities, or other financial instruments associated with this account.

43. Was alleged Debtor/Obligor provided with a loan by Debt Collector/Creditor? YES NO

44. If the alleged Debtor/Obligor was provided with a loan does the Debt Collector/Creditor have proof that assets were provided from the financial institution to the alleged obligor. Please provide certified copies, front and back of all documentary proof.

45. Was alleged Debtor/Obligor sold any products/services by Debt Collector/Creditor? YES NO

46. What is the nature and cause of any products/services cited above in # 29?

.....

.....

47. Does there exist a verifiable, bona fide, original commercial instrument [note or contract] between alleged Debt Collector/Creditor and alleged Debtor/Obligor containing alleged Debtor/Obligor's bona fide signature? YES NO

48. What is the nature and cause of any verifiable commercial instrument cited above in # 31?

.....

.....

49. Does there exist verifiable evidence of an exchange of a benefit or detriment between Debt Collector/Creditor and alleged Debtor/Obligor?

YES NO

50. What is the nature and cause of this evidence of an exchange of a benefit or detriment as cited above in # 33?

.....

.....

51. Have any charge-offs been made by any creditor or debt Collector/Creditor regarding this alleged account? YES NO

52. Have any insurance claims been made by any creditor or debt Collector/Creditor regarding this alleged account? YES NO

53. Have any tax write-offs been made by any creditor or debt Collector/Creditor regarding this alleged account? YES NO

54. Have any tax deductions been made by any creditor or debt Collector/Creditor regarding this alleged account? YES NO

55. Have any valid judgments been obtained by any creditor or debt Collector/Creditor regarding this alleged account? YES NO

56. At the time the alleged original contract was executed, were all parties apprised of the meaning of the terms and conditions of said alleged original contract and was full disclosure of the nature of the contract provided to the alleged obligor?
YES NO

57. At the time the alleged original contract was executed, were all parties advised of the importance of consulting a licensed Legal professional before executing the alleged contract? YES NO

58. At the time the alleged original contract was executed, were all parties apprised that said alleged contract was a private credit instrument? YES NO

Debt Collector/Creditor's failure, both intentional and otherwise, in completing/answering points "1" through "58" above and returning this Debt Collector/Creditor Disclosure Statement, as well as providing Maker with the requisite *verification* validating the hereinabove-referenced alleged debt, constitutes Debt Collector/Creditor's tacit agreement that Debt Collector/Creditor has no verifiable, lawful, bona fide claim re the hereinabove-referenced alleged account, and that Debt Collector/Creditor tacitly agrees that Debt Collector/Creditor waives all claims against Maker and indemnifies and holds Maker harmless against any and all costs and fees heretofore and hereafter incurred and related re any and all collection attempts involving the hereinabove—referenced alleged account.

Declaration: The Undersigned hereby declares under penalty of perjury of the laws of this State that the statements made in this Debt Collector/Creditor Disclosure Statement are true and correct in accordance with the Undersigned's best firsthand knowledge and belief.

Dejan Bligen

Official Title of Signatory

Authorized Signature for Debt Collector/Creditor

Debt Collector/Creditor must timely complete and return this Debt Collector/Creditor Disclosure Statement, along with all required documents referenced in said Debt Collector/Creditor Disclosure Statement. Debt Collector/Creditor's claim will not be considered if any portion of this Debt Collector/Creditor Disclosure Statement is not completed and timely returned with all required documents, which specifically includes the requisite *verification*, made in accordance with law and codified in the *Fair Debt Collection Practices Act* at 15 USC § 1692, *Freedom of Information Act* 5 USCA § 552 et seq., and which states in relevant part: "A debt Collector/Creditor may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt," which includes "the false representation of the character, or legal status of any debt," and "the threat to take any action that cannot legally be taken," all of which are violations of law.

If Debt Collector/Creditor does not respond as required by law, Debt Collector/Creditor's claim will not be considered and Debt Collector/Creditor may be liable for damages for any continued collection efforts, as well as any other injury sustained by Maker of this Document. Please allow thirty (30) days for processing after Respondents receipts of Debt Collector/Creditor's response.

Exhibit

Freedom of Information Request & Request for Affidavit Certifying Affirmation of Statutory Obligation made to

Name of Financial Institution: U.S DEPARTMENT OF EDUCATION/NAVIENT

Name of Trustees, Beneficial Owners etc: Sallie Mae Bank, Great Lakes

Name of CEO Director: John F. Remondi

NOTE: Please be aware that acts under color of authority are against the law and you can be sued in federal court pursuant to Public Volume 17 42-Congress Stat 13-15 shown as code at USC title 42 section 1963 for Actions under Color of Authority or Fraudulent and or illegal transactions

The purpose of this Freedom of Information request is for the Director(s) of this Financial Institution and Actual Owner Institutions who are under oath and obligation to United States Laws and statute to provide a copy of the original contract (Authenticum) Pursuant to (Carpenter vs. Logan 83 U.S. 271) certifying that they are the actual holder of the original instrument of question and are willing to have it inspected for authenticity in regards to alleged account number # 967074XXXXX Dejan Bligen under CUSIP Number 63938C108

and to provide an Affidavit Certifying their Affirmation that they followed all applicable Federal, State, and contract law in carrying out the alleged contract of note Account # 967074XXXXX Dejan Bligen to satisfy the requester that this Financial entity is operating within the bounds of the law that the Financial entity is subject to and that they have a legitimate claim as an Creditor and Holder in Due Course.

Specifically the Law includes the National Bank Act also known as the National Currency Act The Consumer Credit Protection Act, The Fair Debt Collections Practices Act, The Fair Credit Reporting Act, the Truth in Lending Act and any and all laws applicable to Financial Institutions whether they be federal, state, or contractual (commercial) laws.

I am officially requesting the following:

- 1) You produce the original contract (for inspection), front and back pages, with my original signature (no copies) in respect to the alleged contract and state for the record who the alleged original creditor was or Current holder of Original Contract is based on the preceding law
- 2) Provide an Affidavit Certifying that you did not breach any federal state contractual commercial or official oath or laws in carrying out the alleged contract and associated transactions
- 3) Certify that you did not unlawfully without my consent use my signature to materially alter, falsely endorse, stamp or convert any contract bearing my name or signature, into a security, in order to convert my contract into assets, or gain assets from a third party. You MUST Certify and prove that you are an actual LENDER and that you did not commit any action that would preclude that you used my identity in a fraudulent or illegal manner in Violation of Law and (FEDERAL TRADE COMMISSION (FTC) Policy, yourself or in collusion with a third party or additional parties.

You are bound by law to provide this information upon a request pursuant to FOIA USC 5 section 552 and the Fair Debt Collections Practices Act along with the aforementioned laws

Said Directors, Managers, Supervisors, and Employees in the name of Name of Financial Institution: U.S

DEPARTMENT OF EDUCATION/NAVIENT allegedly executed a contract with the requester and it is affirmed by requester that they violated the law in their actions of alleging the requester owes them a debt.

[Receiver Name]

[Business Correspondence Address]

City, State Zip

Name of Agent Authorizing Transaction:

Title of Agent:

Date

Bureau/ Agency of the Department

If Needed: Reason based on Internal Policy and or Laws and Statutes for Rejection of Request _____

If you are willing to settle this manner with complete removal of this alleged debt please respond with the appropriate offer and I will hold all parties harmless after complete voiding of the alleged claim

Signature of Agent:

County: _____ State: _____

Sworn and Subscribed before me _____ this [day] _____ [month] _____
[year] _____
Notary Signature _____

I. (a) PLAINTIFFS <div style="text-align: right;">Dejan Bligen</div>		DEFENDANTS <div style="text-align: right;">NAVIENT</div>	
(b) County of Residence of First Listed Plaintiff <u>Dallas</u> <small>(EXCEPT IN U.S. PLAINTIFF CASES)</small>		County of Residence of First Listed Defendant <u>Luzerne</u> <small>(IN U.S. PLAINTIFF CASES ONLY)</small>	
(c) Attorneys (Firm Name, Address, and Telephone Number)		Attorneys (If Known)	

RECEIVED
OCT - 7 2020
CLERK U.S. DISTRICT COURT

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

3-20CV3070-G

II. BASIS OF JURISDICTION <small>(Place an "X" in One Box Only)</small>		III. CITIZENSHIP OF PRINCIPAL PARTIES <small>(Place an "X" in One Box for Plaintiff and One Box for Defendant)</small>			
<input type="checkbox"/> 1 U.S. Government Plaintiff	<input type="checkbox"/> 3 Federal Question <small>(U.S. Government Not a Party)</small>	Citizen of This State	<input type="checkbox"/> 1	PTF DEF	<input type="checkbox"/> 4 <input type="checkbox"/> 4
<input type="checkbox"/> 2 U.S. Government Defendant	<input checked="" type="checkbox"/> 4 Diversity <small>(Indicate Citizenship of Parties in Item III)</small>	Citizen of Another State	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 2	<input type="checkbox"/> 5 <input checked="" type="checkbox"/> 5
		Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	<input type="checkbox"/> 6 <input type="checkbox"/> 6

IV. NATURE OF SUIT <small>(Place an "X" in One Box Only)</small>		Click here for: Nature of Suit Code Descriptions.			
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans <small>(Excludes Veterans)</small> <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input checked="" type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN <small>(Place an "X" in One Box Only)</small>							
<input checked="" type="checkbox"/> 1 Original Proceeding	<input type="checkbox"/> 2 Removed from State Court	<input type="checkbox"/> 3 Remanded from Appellate Court	<input type="checkbox"/> 4 Reinstated or Reopened	<input type="checkbox"/> 5 Transferred from Another District <small>(specify)</small>	<input type="checkbox"/> 6 Multidistrict Litigation - Transfer	<input type="checkbox"/> 8 Multidistrict Litigation - Direct File	

VI. CAUSE OF ACTION	Cite the U.S. Civil Statute under which you are filing <small>(Do not cite jurisdictional statutes unless diversity):</small> <u>FOIA USC 5 section 552</u>	
	Brief description of cause: <u>Alleged Claimant failed to certify that they did not unlawfully use my signature to or gain assets from a third party(s)</u>	

VII. REQUESTED IN COMPLAINT:	<input type="checkbox"/> CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.	DEMAND \$ <u>7500000.00</u>	CHECK YES only if demanded in complaint: JURY DEMAND: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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VIII. RELATED CASE(S) IF ANY	<small>(See instructions):</small> JUDGE _____ DOCKET NUMBER _____
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DATE <u>3/31/2020</u>	SIGNATURE OF ATTORNEY OF RECORD _____
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FOR OFFICE USE ONLY

RECEIPT #	AMOUNT	APPLYING IFP	ITDGE	MAG ITDGE
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